



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES
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REQUEST FOR OFFER

PROJECT ASSISTANT RFO – ITD #07-017

September 21, 2007

Service Requested:

Secretary of State (SOS) is soliciting for California Multiple Award Schedule (CMAS) Information Technology consulting services for a Project Assistant to assist the Project Manager of the VoteCal Statewide Voter Registration System at Secretary of State. Please refer to the Statement of Work, Exhibit A, and Additional Provisions, Exhibit B, as it provides additional information related to the contract. Additionally, these exhibits, along with the awarded proposers response, will be made part of the awarded contract.

Term of Service:

October 15, 2007 through December 31, 2009

Location:

1500 11th Street, Sacramento CA 95814

Minimum Qualifications for Proposers:

- Ability to prepare statistical and written reports as well as presentations for management.
- Proficiency in Excel, Word, MS-PowerPoint, and Visio,
- Ability to compose a number of types of professional documents.
- Strong English written and verbal communication skills.
- Strong relationship management skills.
- Two years of experience providing support for large complex projects that demonstrate strong skills in areas including, but not limited to: planning, communications, organizing and composing and editing documents.
- Self-starter with the ability to establish and follow priorities.
- Proposer must provide a minimum of three references for similar projects.

Submission Information:

The response to the Request for Offer (RFO) is due by **Friday, October 5, 2007 at 5:00 p.m.** Please submit requested information via email. Fax, mail or hand delivery will also be accepted. Addressing information is as follows:

PROJECT: RFO-ITD #07-017
NAME: SECRETARY OF STATE
ATTN: CONTRACT SERVICES
ADDRESS: 1500 11th STREET ROOM 460
SACRAMENTO CA 95814
FAX: (916) 653-8324
E-MAIL: CONTRACTSERVICES@SS.CA.GOV

KEY DATES

Event	Date
Release of RFO	September 21, 2007
Due Date for Response to RFO	October 5, 2007, 5 p.m.
Contract Expected Award	October 15, 2007

1. RESPONSE GUIDELINES

Responses to this RFO must include the following information:

- a. Company name, mailing address and telephone number
- b. Name and e-mail address of contract person
- c. Reference RFO – ITD #07-017
- d. A quote that identifies the hour rate and CMAS classification
- e. Resume for the staff to be providing these services
- f. Entire CMAS Agreement including CMAS price listing
- g. Federal Identification Number
- h. If applicable, Disabled Veteran Business Enterprise self-certification or identification of, and tasks/percentages, for disabled veteran business enterprise sub-contractor(s).
- i. If applicable, Small Business Certification number
- j. A duly authorized representative of the vendor must sign the proposal certifying that the proposal is a valid and binding offer and that he/she is authorized to sign the proposal.

2. EVALUATION CRITERIA

The criteria used to evaluate bids will include:

- Technical Skills and Knowledge
- Experience (length and depth of experience in performing duties comparable to those required in this SOW noted above) as demonstrated in staff resumes
- Hourly rates

Exhibit A Statement of Work

Purpose and Duration

This Statement of Work is for the acquisition of consulting services for a Project Assistant to work within the VoteCal Statewide Voter Registration System environment at SOS. This individual will compose and edit documentation and reports and serve as a point of contact facilitating and recording communications and executing process controls across the Project, Customer, and Vendors. Along with general PC proficiency and strong skills in MS Word, Excel and PowerPoint the individual will be required to compile and edit a number of professional documents.

The project will be overseen by a full time State employee with the day-to-day operations to be managed by the Project Manager who is a contractor.

The work outlined is a three-quarter time position. The anticipated start date is October 15, 2007 and the end date is December 31, 2009.

Background

On October 29, 2002, the Help America Vote Act (HAVA) adopted by Congress became law. HAVA mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level. The Secretary of State's office has initiated a project called the HAVA Statewide Voter Registration Database (VoteCal) Project to develop operational capabilities to meet the requirements of HAVA.

HAVA requires a database, which must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all federal elections, which occur in June and November of every even-numbered year and whenever a midterm vacancy occurs.

HAVA also imposes new requirements on voters, state and local elections officials, DMV, the California Department of Corrections (CDC), and the Department of Health Services (DHS).

Description

This project will develop a Statewide Voter Registration database and system that is fully compliant with the requirements of the 2002 Help America Vote Act (HAVA). This system will be a single, uniform, official, centralized, interactive and secure computerized statewide voter registration list defined, maintained and administered at the State level that will serve as the official list of registered voters for the conduct of all elections.

The project will be undertaken as a business-based procurement for a system integrator which will perform all development and implementation tasks and will be responsible for providing and installing all hardware and software. The project has been approved to proceed through the procurement phase, but must obtain separate approval before award of the contract for the system integrator.

Project Assistant Responsibilities

The successful candidate will:

- Be responsible for organizing, scheduling and maintaining information across the Project, Customer, and Vendors.
- Be responsible for organizing and maintaining all hard copy and electronic copies of project files along with managing the access to those files by approved personnel.
- Use photocopiers, fax machines, personal computers to create spreadsheets, compose emails, manage databases, and maintain paper and electronic files.
- Compile and edit a number of professional documents. This requires general PC proficiency and strong skills in MS Word, Excel and PowerPoint.
- Define and create reports with the Project Manager to facilitate Project and Resource Management activities while supporting the finalization of Project documentation.
- Coordinate internal and external meetings for the Project Team, Customer and Vendors.
- Take meeting minutes and action items during meetings. Finalize minutes for publication.
- Document and track all development requests.

- Work with the Project Manager to establish clear follow up dates, proactively contacting others to review progress and confirm action taken.
- Ensure that technical documentation is complete through the project lifecycle.
- Track project implementation through established Change Control procedures.
- Coordinate and participate in customer calls and reviews.

Contractor's Hours and Duration

The work outlined is a three quarter time position. The work will be performed on site at the Secretary of State. Normal working hours will be six (6) hours a day but occasional overtime and deadline work will be required.

The anticipated start date is October 15, 2007 and the end date is December 31, 2009.

Hours for the contract: 1548 per year

Contractor staff will bill hourly and work under the direction of the Secretary of State's (SOS) staff. A workstation and desk will be provided by Secretary of State.

Payment

This is a time and materials contract, with payment made for the previous month's work. Contractor is to submit monthly timesheets prescribed by SOS (see Exhibit B) to the IT Division Chief for written approval. Once written approval is secured, these timesheets are then to accompany each invoice that is submitted. All invoices and timesheets are to be submitted directly to the Accounting Office. The address is:

Office of Secretary of State
Fiscal Services
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices should include:

- a) Name of vendor
- b) Invoice number
- c) Names of every Contractor staff charging time for that month
- d) Hourly rates of each Contractor staff
- e) Hours by Contractor staff
- f) Description of services
- g) Timesheets signed by the contractor's staff, the ITD Chief, the HAVA Coordinator

EXHIBIT B
ADDITIONAL PROVISIONS

1. Amendments

The State reserves the right to amend this contract at a later date.

2. Statewide Database Contracts

Pursuant to Public Contract Code Section 10365.5, the vendor selected for this consulting engagement will be precluded from bidding on subsequent consulting, software or integration services for the VoteCal Project, California's HAVA compliant Statewide Voter Registration System solution.

3. Hatch Act

The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf.

4. Funding

A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect any reduced amount;

B. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

5. Termination

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

6. Commission, Percentage, Brokerage, or Contingent Fees

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this project. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in the Statement of Work;
- (2) Include the total amount of the claim;
- (3) Identify whether additional claims are expected to be submitted;
- (4) Include the hourly charge of any contractor for which a claim is made for their time;
- (5) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (6) Include signed Contractor HAVA Activity Reports, please see sample which is Item 13 of this Exhibit, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and

Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

8. Subcontractors

Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of the Contractor.

9. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance

programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

10. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

11. Application Of Federal Office of Management and Budget (OMB) Circulars

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>

12. Incompatible Activities

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

13. Contractor Activity Reports

Please see the sample of Contractor HAVA Activity Report located on the following page.

STATE OF CALIFORNIA - SECRETARY OF STATE

SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME																COMPANY NAME																Month/Year		HAVA Coordinator's Approval				
Contract Number:																Location (Sacto/SF/LA/SD)																						
HAVA ACTIVITY HOURS																																PROGRAM TIME REPORTING						
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1			DELIVERABLE NAME	ORG	HOURS
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